



RESOLUTION

**APPROVING THE DOG PARK PROPOSAL FROM THE NASHUA DOG OWNERS
GROUP AND AUTHORIZING THE LEASE OF CITY LAND ON GRAND AVENUE
(LOT # 121-93)**

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED by the Board of Aldermen of the City of Nashua to approve the attached Dog Park Proposal from the Nashua Dog Owners Group and authorize the lease of city land on Grand Avenue (Lot # 121-93) on terms and conditions to be determined.

Dog Park Proposal for the City of Nashua

Prepared by the Nashua Dog Owners Group

Preface

The Nashua Dog Owners Group, Inc. (herein referred to as Nashua DOG) is a community based and federally recognized non-profit 501(c)(3) charitable trust established for the purpose of building and maintaining a permanent, off-leash park for dogs in the Nashua, New Hampshire area. We are a registered charity in good standing with the NH Attorney General's Office. We have a system of by-laws in place that govern our organization.

Our primary goal is to establish and maintain a permanent, off-leash dog park in our great city, doing so through memberships and fundraising. We request no monetary assistance from the city. We work to promote the health, safety and welfare of dogs by educating our members on responsible dog ownership. We maintain a membership database and check for state-mandated vaccinations and licenses as well. At present, we have over 600 members.

Currently, Nashua DOG members meet each Sunday morning from 9am to 11am on a private, fenced-in property owned by one of our local wholesale distributors, Bellavance Beverage Co., Inc. This has proven very successful for us as a pilot program but the time frame of one day per week and the limit of two hours is not sufficient to satisfy the growing number of interested and participating dog owners; nor is it enough exercise for most dogs.

Nashua DOG has been working closely with the Superintendent of Parks, Nick Caggiano, and the Superintendent of Recreation, June Caron, in an effort to find a site suitable for development of a permanent park. Here, we will outline intended usage of a site. It is our hope that the City of Nashua will approve the specific site for development and operation of an off-leash dog park.

Definition

We consider a dog park a clearly defined location where dog owners can legally and safely exercise and socialize their dogs off-leash.

Benefits to the City

Legal. Clearly posted waivers of liability would relieve the City of Nashua and the Nashua Dog Owners Group of any legal responsibility for the actions of dogs and their owners inside the park. Dog parks would make off-leash activity legal within the official dog park.

Safety. Dog parks reduce the likelihood that dogs will be let loose in park areas where they could interfere with other park users such as sports teams, bicyclists, skateboarders, and rollerbladers. Providing separate areas for dog exercise segregates dog owners from other users and reduces the risk of collisions, etc. Years of experience at dog parks across the country indicate that dogs are less aggressive in open areas because they are on neutral territory and not constrained by their leashes. Our own pilot program over the last year and a half has proven this.

Health. Dedicated dog parks improve public health by keeping dog waste confined to one area. Peer pressure through attendees encourages dog owners to pick up after their dogs and keep the park clean. Dog parks provide a centralized area to provide information on dog health, veterinary services, training, etc. to the dog owners. Additionally, all dog park users must show valid registrations and current vaccinations.

Preliminary Site Proposal

We recommend the site to be located at L Grand Avenue (parcel ID number 121-93). This is a small parcel of land owned by the City of Nashua Parks and Recreation Department. It contains a water source and access to electricity. Improvements will include any site preparation such as clearing and grading. Amenities will include six-foot fencing, two double gated entries, water lines and fountains, dog exercise and agility equipment, an information kiosk, and benches.

For a map, as well as a preliminary rendering of site improvement and preparation, please refer to Exhibits A through C.

Surrounding area

This lot is quite isolated and is a considerable distance from any homes in the area. It is not easily located on a map nor is it immediately accessible from any path or trail. To the south are three homes on Perry Avenue; west is the Boys and Girls Club; east is Mines Falls; and to the north, land owned by Public Service of New Hampshire.

Land acquisition

Nashua DOG proposes that the City of Nashua lease the land to us on a long-term basis at the rate of \$1.00 per year. The land shall remain the property of the City of Nashua, Parks and Recreation.

Parking

Parking is available in several locations: in the Ledge Street Park lot; in the lot behind the Boys & Girls Club; and street parking is available along North Seventh Street and Perry Avenue. There would be additional parking at the Whipple Street entrance of Mines Falls for those who wish to walk to the dog park.

Maintenance

Nashua DOG will maintain amenities through private sector donations, membership fees, and volunteer efforts. Decomposed granite shall be used for the main surface cover. This is safe for dogs and requires virtually no maintenance. Grassy areas, if any, will be maintained by Nashua DOG. We are not requesting assistance from Parks and Recreation.

We do propose that the city provide garbage pickup for the dog park. Nashua DOG will use trash containers with liners and lids that will keep out rain and be easier to empty. We will provide disposable bags for clean up of dog waste.

Operations

Nashua DOG is committed to monitoring park usage along with park users to be sure that they are well maintained, safe, secure, and clean. Dog park experience in hundreds of parks across the United States indicates that users cooperate to keep their designated areas clean and well maintained.

Daily operations shall be maintained by Nashua DOG's Board of Directors and through volunteer efforts. Park hours will be from sun up to sun down. We propose implementing a pass key system, which will allow only registered members to access the park. This will reduce liability and potential acts of vandalism. This will also reduce the need for staffing. We will work with city staff and neighborhood organizations to develop a plan of operations acceptable to all involved parties.

Legal Issues

Nashua DOG understands that there will be concerns about liability and about public health at dog parks. We propose that the following or similar language be posted prominently at each entrance to the dog park.

By entering this dog park, the park user agrees to hold the City of Nashua, the City of Nashua Parks and Recreation Department, and the Nashua Dog Owners Group harmless and free from liability from any action of any park users or their dogs. Park users agree to fully comply with posted rules and take full legal liability from any action of their owners or their dogs.

Further, rules established by Nashua DOG and enforced at our Sunday playgroups shall be posted:

1. No people food, smoking, alcoholic beverages or glass bottles in the park.
2. All owners/handlers of dogs must pick up and properly dispose of their dog's waste.
3. All dogs are to be licensed and vaccinated (rabies and distemper). Kennel Cough is highly recommended.
4. Children must be closely supervised at all times by their parent/guardian.
 - The park is not a playground for children. Parent(s) or guardian(s) are solely responsible for the actions and safety of their children.
 - They should not be permitted to run, shout, scream, wave their arms or otherwise excite or antagonize the dogs.
 - They must be within arm's reach of their parent(s) or guardian(s) at all times
5. Dogs exhibiting hostile behavior towards other dogs or people must be removed from the park immediately.
6. The Handler must be 18 years or older and remain with in the park at all times
7. No more than 3 dogs per handler.
8. Handlers must have a leash with them at all times.
9. It is recommended that dogs be spayed or neutered.
10. No females in heat will be allowed.
11. Dogs must be leashed outside of the park (Nashua City Ordinance, Chapter 15, section 15-16 Revised).
12. No Pronged or choke collars should be on dogs in the park.
13. Only small dog treats allowed. Train and treat you own dog.
14. Dog toys are allowed. If the toy becomes an issue it must be removed.
15. Handlers need to refill any holes dug by their dogs.

This language reduces liability for dog park usage in this city parks much more clearly than for other uses such as soccer, baseball, horseback riding, and rollerblading, which generally do not have posted liability waivers.

In addition, Nashua DOG agrees to maintain a Membership Database. This database has already been established and is currently in use for our members. It includes personal information on each member, their dog(s), and also contains an additional waiver of liability, signed by the dog owner(s). Please refer to Exhibit D at the end of this document for a sample.

The above rules and signage have been successfully used in other dog parks throughout the country. We have spent significant time researching what other parks have done and not done, so that we can benefit from their experiences and therefore further limit our liability and the city's liability.

Funding

The funding for development of the dog park shall be provided by Nashua Dog Owners Group. It is estimated that we will need to raise at least \$75,000 for clearing, fencing, ground cover, and amenities. Initial funding shall be raised by donations through the private sector and other fundraising initiatives. Funds for the maintenance of the park shall be generated from annual membership fees.

Review

Upon review and acceptance of preliminary proposal, Nashua DOG shall have the land formally surveyed. We shall then submit a final proposal with any changes or recommendations from the City of Nashua.

For more information, please contact us:

Nashua Dog Owners Group
P. O. Box 304
Nashua, NH 03060-0304
info@nashuadog.org

You may wish to visit our web site:

<http://www.nashuadog.org>

Nashua DOG Board Members

Lynn L'Heureux	President	lynn.lheureux@mac.com
Melanie Nichols	Honorary Chairperson*	nzuzulu@aol.com
Marc Plamondon	Honorary Chairperson*	plamondonm@ci.nashua.nh.us
Charlie Posnick	Vice-President	cjposnick@comcast.net
Cathie Partridge-White	Vice-President	cathiepw@msn.com
Bill Soubosky	Vice-President	sobesdad@aol.com
Donna Iwicki	Treasurer	iwicki@comcast.net
Jay Tropca	Assistant Treasurer	jaytropca@hotmail.com
Linda Medeiros	Secretary	linda_medeiros@us.ibm.com
Wei Lin	Assistant Secretary	weilinwkc@yahoo.com
Linda Howard	Board Member	petsittersnh@comcast.com
Louise Nicole	Board Member	Louise.Nicole@FutureElectronics.com

Exhibit A – Map of L Grand Avenue

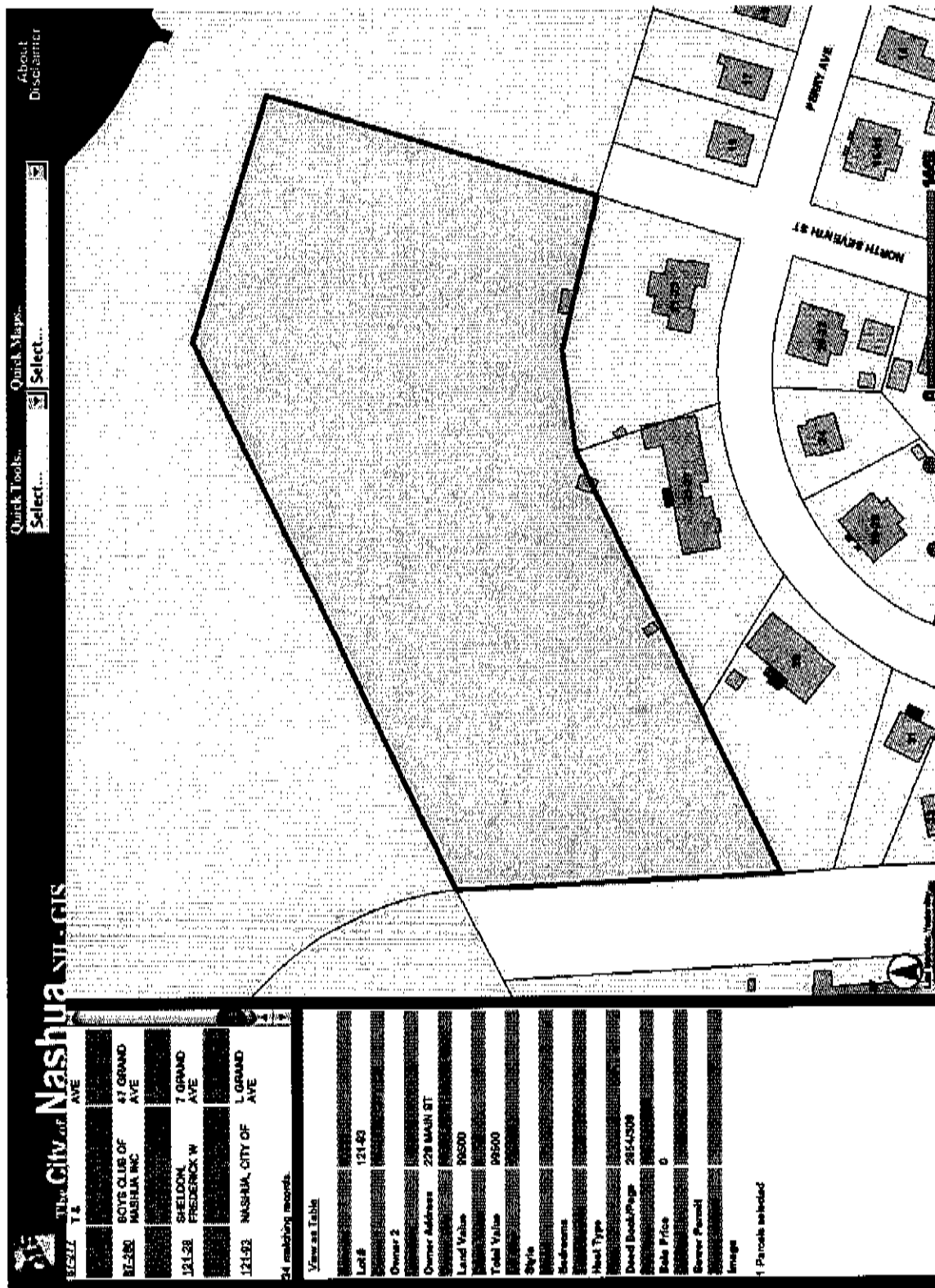
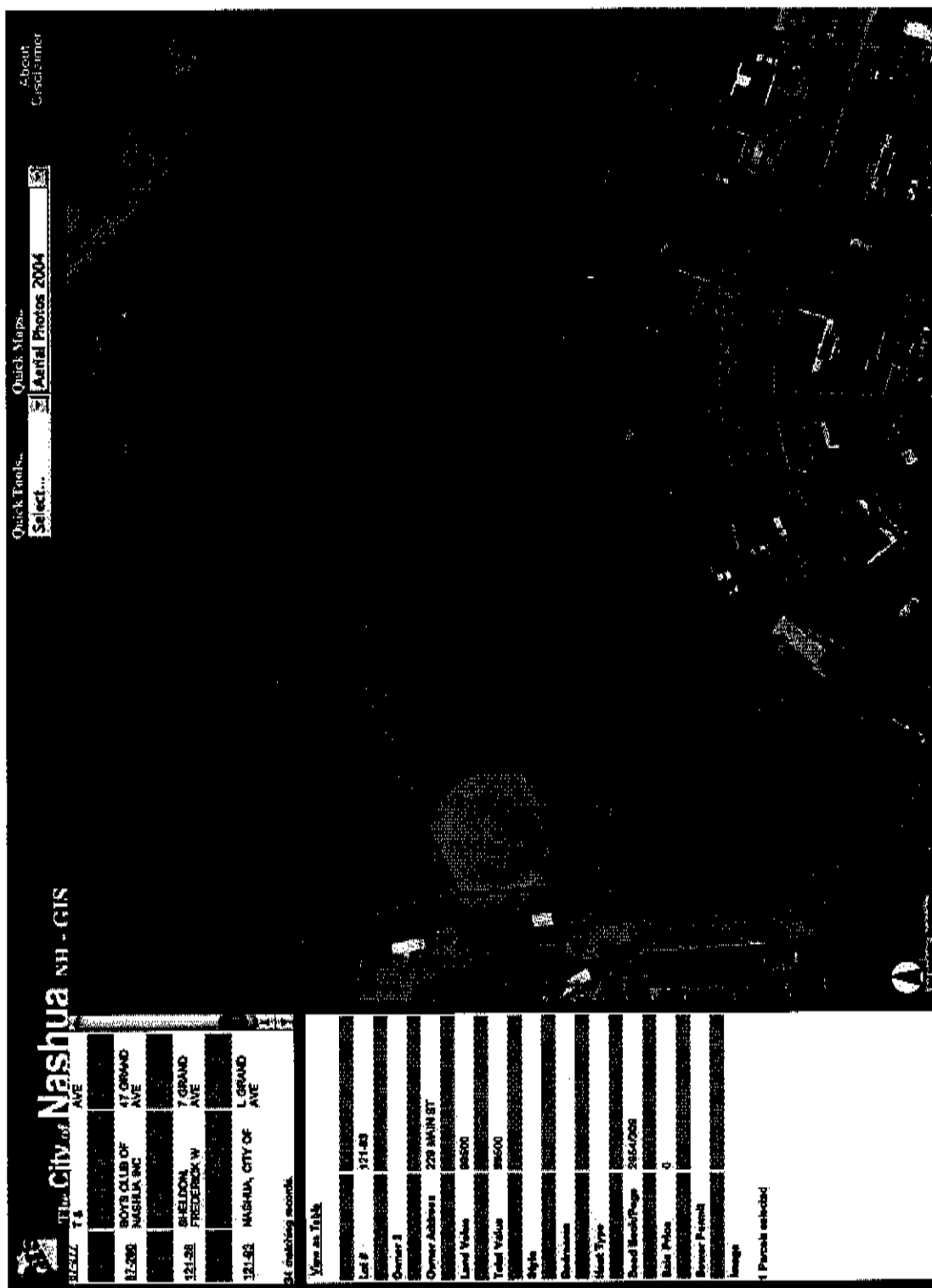


Exhibit B – Arial view of L Grand Avenue



[illegible]

NAGHUA DOG SITE PLAN

LAND PARCEL 121-93

EDMUND AVE

North
Seventh St






Teradyne

existing
ball
park

PROPOSED WATER SOURCE

double gate entrance

DOUBLE GATE
ENTRANCE 2

 chain link fence
 proposed park
 underground
 water piping
 land parcel
121-53

006 PARK

EAGLE PAPER

north

Exhibit D – Membership Form

Account Information

Required fields are marked with an asterisk (*)

*E-Mail Address:

Nashua D.O.G. Use Only
Vaccinations: ID:
Rules: License:
Verified By:

Owner Information

*First Name:
 *Last Name:
 *Address:
 *City:
 *State:
 *Zip Code:
 *Phone:

Vet Information

*Name:
 *Address:
 *City:
 *State:
 *Phone:
 *Zip Code:

Are you interested in volunteering? ☒

Dog Information

*Name	*DOB	*Breed	*Gender	*Fixed	*Dog License#	*Rabies Exp.	*Distemper Exp.	*Color
1 Murray	11/2006	Welsh Corgi	Male	Yes	003231	1/2008	4/2007	Black & White

*1. Has your dog(s) ever bitten, attacked, or otherwise injured another dog or person? ☒ No

*2. Are you a member of a household that is covered by either a homeowner's or renter's insurance policy? ☒ Yes

Rules, Waiver, Assumption of Risk, and Agreement to Hold Harmless

In consideration of the privilege of use of a certain portion of the parcel of land owned by Froot, LLC, located at 128 Northwest Boulevard, Nashua, New Hampshire, I agree to assume any and all risk of death or injury to myself, my minor child(ren), and my dog(s) and further expressly agree to indemnify and hold harmless Nashua DOG Owners Group, Inc., Bellavance Beverage Corporation, Froot LLC, and the City of Nashua, together with any and all of their officers, directors, advisors, agents, representatives, employees, affiliates, subsidiaries, successors and assignors of and from any claim, action or loss, including such death or injury. I agree to abide by all City of Nashua Dog Ordinances and all rules and regulations as set forth by the Nashua DOG Owners Group as may be amended from time to time. I agree that I have read all rules and understand them. In addition, I agree to submit any changes to the above information in writing to Nashua DOG within 30 days.

*I have read the waiver, rules and ordinances and agree to the conditions as stated. ☒

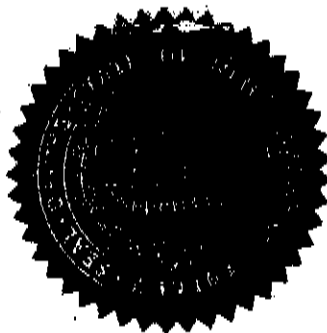
Signed:

Date:

State of New Hampshire
Department of State

CERTIFICATE OF GOOD STANDING

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA DOG OWNERS GROUP, INC. is a New Hampshire nonprofit corporation formed August 18, 2005. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of August, A.D. 2005

A handwritten signature in dark ink, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

Recording fee: \$25.00

Use black print or type.

Forms must be double-sided, on 8 1/2" x 11" paper and have one inch margins on both sides. Double sided copies will not be accepted.

Form NP-1

RSA 292:2

**ARTICLES OF AGREEMENT
OF
A NEW HAMPSHIRE NONPROFIT CORPORATION**

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING ARTICLES:

FIRST: The name of the corporation shall be:

NASHUA DOG OWNERS GROUP, INC.

SECOND: The object for which this corporation is established is:

The object for which this corporation is established is to promote the vitality and well-being of dogs as pets and to enhance the relationship between dogs and their owners; the same being purposes not prohibited by law as set forth in NH RSA 292:1(XI).

THIRD: The provisions for establishing membership and participation in the corporation are:

Membership shall be available to all who are both residents of Nashua, New Hampshire and dog owners. Members may be assessed certain fees or dues upon joining or for continued membership as determined by the directors. Membership may be denied to anyone who has either neglected or intentionally harmed a dog or other domestic animal. Each member shall have a vote and be entitled to elect directors and to vote on issues which are addressed to the entire membership.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

Upon any liquidation, dissolution, or winding up of the affairs of the Corporation, its entire assets remaining after providing for the payment of its debts and obligations shall be liquidated and distributed to the members of record in equal shares unless a majority of the voting members elects to donate the net proceeds to a charity which supports an objective which is similar to the object of this corporation as set forth in Article Second, above.

ARTICLES OF AGREEMENT OF
NASHUA DOG OWNERS GROUP, INC.

Form NP-1
RSA 292:2

FIFTH: The address at which the business of this corporation is to be carried on is:

Nashua Dog Owners Group
P.O. Box 304
Nashua, NH 03060

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

No capital stock shall be authorized nor any shares issued. Accordingly, provisions for retirement, re-acquisition and redemption are not applicable.

SEVENTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (None)

The Corporation, to the extent permitted by law, shall indemnify any present or former Incorporator, Member, Trustee, Officer, authorized agent or employee against any liabilities, judgments, settlements, and/or expenses actually and necessarily incurred in connection with the defense of any action, suit or proceeding, arising out of any acts or omissions, alleged or real, of such person while engaged in the business in the Corporation through committee service or otherwise, except in relation to matters in which he or she shall be adjudged in any such action, suit or proceeding to be liable by reason of intentional misconduct or malice in a performance of a duty. Such indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled under any By-law, agreement, a vote of the Board of Trustees or Members or otherwise.

ARTICLES OF AGREEMENT OF
NASHUA DOG OWNERS GROUP, INC.

Form NP-1
RSA 292:2

EIGHTH: Signatures and post office address of each of the persons associating together to form the corporation: (Note 2)

Signature and Name	Post Office Address
1. _____ Signature Charles J. Ponnick Name (please print)	17 Grand Ave. Street Nashua, NH 03060 City/Town State Zip
2. _____ Signature William C. Soubosky Name (please print)	27 Cider Lane Street Nashua, NH 03063 City/Town State Zip
3. _____ Signature Lynn D. L'Heureux Name (please print)	28 Palisade Drive Street Nashua, NH 03062 City/Town State Zip
4. _____ Signature Marc W. Plamondon Name (please print)	78 Elm St. Street Nashua, NH 03060 City/Town State Zip
5. _____ Signature Todd A. Whitney Name (please print)	One Prospect St. Street Nashua, NH 03060 City/Town State Zip

Notes: 1. If no provision eliminating or limiting personal liability, insert "NONE".
2. At least five signatures are required.

Mail \$25.00 fee and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH) to:
Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 11 2006**
NASHUA DOG OWNERS GROUP INC
C/O LAURENCE SZETELA
74 NORTHEASTERN BLVD
NASHUA, NH 03062-0000

Employer Identification Number:
04-3828367
DLN:
17053301016005
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 18, 2005
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

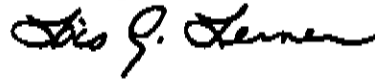
Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

NASHUA DOG OWNERS GROUP INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script, reading "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)